

## PURCHASE AGREEMENT

This Agreement is made by and between PATRICIA A. FREEMAN REVOCABLE TRUST, Patricia Freeman as Settlor, dated September 9, 1993 whose address is 2818 Poag Street, Alexandria, VA 22303, (hereinafter referred to as "SELLER") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB").

WHEREAS, SELLER is the owner of that real property located in the Seward Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

That portion of the East one half ( $\frac{1}{2}$ ) of U.S. Survey No. 722 described as follows: Commencing at corner number Four of said survey proceed south along the east boundary for 1949.64 feet thence due west for 1320.0 feet; thence north along the center line of U.S. Survey 722 for 3122.46 feet; thence east along the north boundary of U.S. Survey 722 for 74.48 feet; thence south 55 degrees 01'E for 52.14 feet; thence south 76 degrees 09'E for 330 feet; thence south 62 degrees 23'E for 336.6 feet; thence south 23 degrees 53'E for 376.2 feet; thence south 34 degrees 41'E for 184.8 feet; thence south 7 degrees 04'E for 118.8 feet; thence south 23 degrees 10'E for 158.4 feet; thence south 59 degrees 12'E for 283.8 feet; to the point of beginning, Seward Recording District, Third Judicial District, State of Alaska. The property is undeveloped land located immediately southeast of the intersection of the Seward Highway and Old Nash Road, Seward, Alaska.

But does not include that portion of the above-described property which is particularly described as:

Beginning at the Southwest corner of Section 35 Township 1N, Range 1W, Seward Meridian proceed East for 868.15 feet and thence North for 990.00 feet to the point of beginning; thence North for 861.31 feet; thence S  $33^{\circ} 52'$  E for 1061.45 feet; thence West for 578.06 feet to the point of beginning, comprising a tract of 5.72 acres more or less lying in the East one-half of U.S. Survey No. 722.

(Assessor Parcel No. 145-022-22)

WHEREAS, KPB has offered to buy subject to Assembly authorization and appropriation of funds, and SELLER is willing to sell the Property as evidenced by this Purchase Agreement;

NOW THEREFORE, in consideration of the promises herein contained, SELLER hereby agrees to sell to KPB, and KPB hereby agrees to buy from SELLER, the Property on the terms and conditions as set forth below:

1. PURCHASE PRICE

The purchase price of the Property is One dollar and NO cents (\$1.00). The purchase price shall be paid by KPB at time of closing. The purchase of the Property and appropriation for the purchase are subject to borough assembly approval.

2. TITLE

Title shall be delivered at time of closing by Statutory Warranty Deed, which shall be issued to KPB. SELLER warrants and covenants that at the time of closing there shall be no liens or judgments recorded against SELLER in the same recording district in which the Property subject to this purchase agreement is situated. Title shall be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record.

4. ESCROW AND CLOSING COSTS

In addition to the purchase price, KPB agrees to pay for closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, and recording fees up to \$500. All costs will be paid in full at the time of closing.

5. CLOSING

Unless otherwise agreed in writing, closing will occur within 90 days of authorization by the Kenai Peninsula Borough Assembly and appropriation of funds. At closing, KPB will pay the balance of the purchase price. Both parties will execute all documents required to complete the Purchase Agreement and, if applicable, establish an escrow account.

6. POSSESSION

Possession shall be delivered to KPB at time of recording.

7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Property by the Kenai Peninsula Borough is subject to authorization by the Kenai Peninsula Borough Assembly and appropriation of

funds. If the Kenai Peninsula Borough Assembly fails to authorize the purchase of the subject land and appropriate funds, this agreement shall be terminated without penalty.

#### 8. RISK OF LOSS

The risk of loss by destruction or damage to the property by fire or otherwise prior to closing of the sale is that of the Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing KPB shall have the option to cancel this agreement with a prompt refund of the earnest money, or KPB may elect to continue with the purchase at a renegotiated price. The renegotiation of the purchase price shall occur within 45 days of the damage or destruction unless otherwise agreed in writing by the parties.

#### 9. HAZARDOUS MATERIAL

SELLER covenants to the best of SELLER'S knowledge, that as the date of this agreement, except as specifically identified herein, the Property is free of all contamination from petroleum products or any hazardous substance or hazardous waste, as defined by applicable state or federal law, and there are no underground storage tanks or associated piping on the Property. SELLER agrees that no hazardous substances or wastes shall be located on or stored on the Property, or any adjacent property by seller, owner or contractors, nor shall any such substance be owned, stored, used, or disposed of on the Property or any adjacent property by SELLER, its agents, employees, contractors, or invitee's, prior to KPB'S ownership, possession, or control of the Property.

#### 10. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by both KPB and SELLER or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, shall be covenants constituting terms and conditions of the sale, and shall continue in full force and effect until the purchase price is paid in full or this agreement is earlier terminated.

#### 11. BREACH REMEDY

Prior to closing of the sale, in the event that KPB or SELLER fails to make any payment required, or fails to submit or execute any and all documents and papers necessary for closing and transfer of title within the time period specified in this agreement, the SELLER or KPB may terminate this Agreement.

## 12. MISCELLANEOUS

- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by SELLER and the KPB mayor. This Purchase Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
- C. Notice. Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.
- D. Interpretation. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- E. Personal Property. The purchase includes all improvements and fixtures to the real property whether or not attached, unless otherwise stated in this agreement. All personal property shall remain the property of the SELLER, and shall be removed from the property by the SELLER prior to closing.

This Agreement has been executed by the parties on the day and year first above written.

KENAI PENINSULA BOROUGH:

SELLERS:

\_\_\_\_\_  
Mike Navarre, Mayor

\_\_\_\_\_  
Barry S. Freeman, successor trustee

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Penny C. Sanders, formally Penny C. Williams,  
successor trustee

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Johni Blankenship,  
Borough Clerk

\_\_\_\_\_  
Holly B Montague,  
Deputy Borough Attorney

#### NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2014, by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF MARYLAND                    )  
  ) ss  
COUNTY OF PRINCE GEORGE'S )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Barry S. Freeman, successor trustee.

\_\_\_\_\_  
Notary Public in and for Maryland  
My commission expires: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF FLORDIA                    )  
  ) ss  
COUNTY OF DADE                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Penny C. Sanders (formally Penny C. Williams), successor trustee.

\_\_\_\_\_  
Notary Public in and for Florida  
My commission expires: \_\_\_\_\_